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REQUEST FOR PROPOSAL-Secondary
CDIAC06-12
Notice to Prospective Proposers

November 19, 2012

You are invited to review and respond to this Request for Proposal (RFP), entitled CDIAC06-12 Update to the California Debt Issuance Primer, for the California Debt and Investment Advisory Commission (CDIAC). In submitting your proposal, you must comply with the instructions set forth in this RFP.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site www.ols.dgs.ca.gov/standard+language. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of CDIAC, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Angelica Hernandez
California Debt and Investment Advisory Commission (CDIAC)
(916) 653-3269
ahernandez@treasurer.ca.gov

Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum.

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* If applicable.

** These documents are not required with the Proposal package but are required upon award of the contract.

A) Purpose and Description of Services

1. Background

The California Debt and Investment Advisory Commission (CDIAC) provides information, education and technical assistance on debt issuance and public fund investments to local public agencies and other public finance professionals. The Commission was created to serve as the State's clearinghouse for public debt issuance information and to assist state and local agencies with the monitoring, issuance, and management of public debt. Its mission was later expanded to cover public investments. (Chapter 11.5, Division 1, Title 2 of the Government Code, commencing with section 8855.)

CDIAC provides various resources for public debt and investment information, including California State and Local Government Debt Issuance Data; Education Seminars and Conferences; Debt Issuance Reporting Forms and Fee Schedule; and Publications and Policy Information. Among the publications CDIAC produces are the California Public Funds Investment Primer, published in 2004 and updated in 2009, the California Debt Issuance Primer (Issuance Primer), originally published in 1988 and most recently updated in 2006, and the California Debt Issuance Primer Handbook (Issuance Handbook), originally published in 2005. The Issuance Handbook is designed to serve as a quick reference guide to the much more comprehensive Issuance Primer.

2. Overview

CDIAC seeks to develop and publish an updated Issuance Primer to be used by state and local government finance staff as a desk-top reference manual and as an educational tool to be used by elected and non-elected government officials, public finance professionals, and the public. The Issuance Primer will provide basic and general information on the roles and responsibilities of public officials with respect to debt issuance as well as address the financial tools that are available and the administrative processes and regulatory requirements associated with debt issuance.

To meet this objective, CDIAC is issuing this Request for Proposals (RFP) to select qualified multi-disciplinary team(s) composed of individuals possessing expertise in municipal finance acquired as financial advisors, public finance attorneys, underwriters, and other municipal finance experts, to provide an in-depth analysis and review of the existing Issuance Primer and Issuance Handbook, make recommendations on how best to update the Issuance Primer to provide the most effective tool for California municipal finance professionals (Needs Assessment), and complete the update and revision of the Issuance Primer (Update and Revision).

It is anticipated that CDIAC will select and enter into contracts with two (2) Selected Qualified Bidders to complete the Needs Assessment and potentially the Update and Revision. However, CDIAC reserves the right, based on the

quality of proposals, to select one (1) qualified bidder or none. The contracts will include provisions that allow CDIAC to select one of the contractors to complete the Update and Revision and terminate the other contract following the completion of the Needs Assessment at CDIAC's sole discretion. CDIAC reserves the right not to proceed with the Update and Revision with any of the Selected Qualified Bidders. The contracts will include provisions that allow for the Scope of Services for the Update and Revision to be amended based on the results of the Needs Assessments. Please see Exhibit A of the sample standard agreement for further details.

It is anticipated that a complete and updated Issuance Primer and Issuance Handbook will be published and available in hard copy and electronic format by December 31, 2013.

3. Scope of Services

Needs Assessment

The Selected Qualified Bidders will conduct a comprehensive evaluation of the Issuance Primer and Issuance Handbook, as well as current law, policy and practices with respect to municipal finance, and provide CDIAC with a completed Needs Assessment that addresses the following topics:

- a. Changes in law, policy and practices since the last revision to the Issuance Primer and Issuance Handbook, as well as the reasons for those changes.

With consideration to the content and construction of the existing Issuance Primer, the Needs Assessment should address the following: Dodd-Frank Wall Street Reform and Consumer Protections Act, transformation of the bond insurance market and the collapse of the auction rate securities market; ability to pay and the impact of agency fiscal stress on the market; reorganization of the financial industry; federal tax proposal and the Tower Amendment, bond financing concepts, accessing the market, debt administration, tax requirements of bonds, financing terms and concepts, legal references, and types of financing obligations available to state and local agencies.

- b. Changes in state and local revenues, project costs and delivery, or other economic factors since the last revision to the Issuance Primer and Issuance Handbook that determine the opportunities to utilize debt financing.
- c. If the Selected Qualified Bidder believes sections should be removed or added to the Issuance Primer, the Needs Assessment should set forth in detail the proposed changes and reasons for such changes, including any such changes to the Issuance Handbook.
- d. Recommendations of how to make the Issuance Primer and Issuance Handbook a more effective instructional resource to the target audience – elected and appointed government officials, public finance professionals, and the public, including providing the Issuance Primer and Issuance Handbook in

both hard copy and electronic formats that are user-friendly, incorporating search functions, graphic displays, indexing tools, and links to other reference materials.

- e. A work plan for completing the Update and Revision of the Issuance Primer, including breakdown of the tasks required to complete the project, the personnel to be assigned to each task, and a timeline.
- f. The proposer's cost estimate for completing the Update and Revision, based on hourly rates provided in its proposal as described in Section C.4 of this RFP.

Update and Revision of the Issuance Primer

Upon completion of the Needs Assessment, CDIAC, in its sole discretion and based on the quality of the completed Needs Assessments, may select one Selected Qualified Bidder to complete the Update and Revision. CDIAC reserves the right, in its sole discretion, to decide not to select any of the Selected Qualified Bidders to proceed with the Update and Revision. CDIAC reserves the right to amend the scope of services for the Update and Revision to include the necessary analytical and editorial work needed to provide a desktop reference guide to be used by state and local public officials based on the results of the Needs Assessments.

B) Minimum Requirements for Proposers

To be eligible for consideration, a proposal must be received by CDIAC by 4 pm on Friday, January 11, 2013, and provide all required information described in this RFP, including the following minimum requirements:

- 1. The name of the entity or individual with lead responsibility that is submitting the proposal for the team and will execute the contract.
- 2. A list of all team members and a description of the relationship between any subcontractors and the proposer as well as the roles of all team members. Each team member must meet the following minimum requirements:
 - a. Ten years of public finance experience with at least five years of that experience in California.
 - b. Possess current licenses and certifications for their respective fields of practice (i.e., California State Bar Membership for counsel, financial advisors must be registered with the SEC and MSRB).

C) Proposal Requirements and Information

1) Key Action Dates

<u>Event/Action</u>	<u>Date and Time (as applicable)</u>
RFP available to prospective proposers	Monday, November 19, 2012
Mandatory Pre-proposal Conference	1:30 pm, Tuesday, December 11, 2012
Final Date for Proposal Submission	4:00 pm, Friday, January 11, 2013
Notice of Intent to Award	Thursday, January 24, 2013
Proposed Award Date	Thursday, January 31, 2013

2) Mandatory Pre-Proposal Conference

- a. A mandatory pre-proposal conference/walkthrough is scheduled at 1:30 pm on Tuesday, December 11, 2012 at 915 Capitol Mall, Room 587, Sacramento, CA 95814 for the purpose of discussing concerns regarding this RFP.
- b. In the event a potential proposer is unable to attend the mandatory pre-proposal conference, a member of a potential proposer's team or another authorized representative may attend on their behalf. The representative may only sign-in for one (1) company. No proposal will be accepted unless the proposer or a representative was in attendance.
- c. For those who need assistance due to a physical impairment, reasonable accommodation will be provided for the pre-proposal conference by the awarding agency upon request. The bidder must call Angelica Hernandez at (916) 653-3269 no later than the fifth working day, Tuesday, December 4, 2012, prior to the scheduled date and time of the pre-proposal conference to arrange for reasonable accommodation.

3) Required Information

Bidders must clearly provide the following information in the proposal:

Experience and Qualification

- a. Describe the experience (including years of service, areas of professional specialty and professional certifications) of each team member that demonstrates each team member's ability to complete the Needs Assessment and Update and Revision of the Issuance Primer.

- b. Describe each team member's experience with advising California local government officials regarding municipal finance, including in a financial advisory role as well as legal advisory role.
- c. Describe the experience each team member has with preparing instructional materials in general and specifically for local public finance officials.

Work Plan and Schedule

- a. Provide a work plan and schedule for completing the Needs Assessment as described in the Scope of Services, Section A.3. Identify each major task, necessary subtask, and specific milestones by which progress can be measured.
- b. Describe the process by which the team will evaluate the Issuance Primer and Issuance Handbook to determine appropriate changes in content, format, structure or approach. The description should consider the methodology and approach the proposer will take including the technical skills that will be applied.
- c. Describe the different roles each team member will have in evaluating the Issuance Primer and Issuance Handbook.
- d. Describe the process(es) to be used to complete the Update and Revision of the Issuance Primer. The description should address, at a minimum, the organizational, administrative, analytical, and editorial procedures to be employed by the team in order to update the Issuance Primer, and include a discussion of the technological systems or computer applications to be used if any.

4) Cost Detail Format and Requirements

The proposer must provide a breakdown of the hourly rates of all team members, as well as an estimated percentage of effort each member will contribute to the project (Needs Assessment and Update and Revision). Based on an assumed project requiring 100 hours, those figures must be calculated as shown in the chart below and on Attachment 3 of Section E, to arrive at a cost figure for evaluation purposes. The hourly rates will be the rates at which the Proposer will be paid if awarded a contract. However, the total cost will be capped at \$25,000 for the Needs Assessment and \$175,000 for the Update and Revision. For purposes of completing the chart, each individual's hourly rate must be listed separately. For instance, as shown below, if more than one attorney will be working on the project, those rates and the percentage of effort must be listed separately. (The example is intended for demonstration only and actual staffing may differ from what appears below.) The percentage of effort must add up to 100%. All hourly rates, categories of team members, and percentage (%) of effort must be provided for a proposal to be considered responsive. In addition,

resumes or similar information must be included as an attachment to the proposal for each team member (except administrative support staff).

DIRECT LABOR COSTS

HOURLY RATES FOR NEEDS ASSESSMENT AND UPDATE AND REVISION

Category	Hourly Rate	% of Effort (estimated)	TOTAL*
Counsel #1	\$500	10	\$ 5,000
Counsel #2	\$400	20	\$ 8,000
Paralegal	\$150	10	\$ 1,500
F. Advisor	\$250	30	\$ 7,500
Underwriter	\$300	20	\$ 6,000
Clerical	\$ 50	10	\$ 500
SUBTOTAL			\$30,500

* TOTAL must be calculated based on an assumption of a 100 hour project. As a result, 10% of the 100 hours for Counsel #1 is computed as 10 hours x \$500 = \$5,000. Please note that 100 hours is used for evaluation purposes only and should not be construed by potential bidders as CDIAC's expectation that the Needs Assessment and Update and Revision phases will take 100 hours.

DIRECT COSTS FOR NEEDS ASSESSMENT (EXCEPT LABOR)

Equipment and Supplies (Itemized) \$ _____
 Other Direct Costs (Itemized) \$ _____

DIRECT COSTS FOR UPDATE AND REVISION (EXCEPT LABOR)

Equipment and Supplies (Itemized) \$ _____
 Other Direct Costs (Itemized) \$ _____

TOTAL COST PROPOSAL (Add direct labor costs and direct costs) \$ _____

Costs for equipment, supplies, and other direct costs must be itemized with a detailed description and basis for each item. Travel will not be paid for or reimbursed under the contract.

Lowest total cost proposal will be awarded the maximum cost points (30 points). Proposals are awarded cost points based on the following calculation:

(Lowest bidder's total cost proposal/Bidder's total cost proposal) = (factor)

(factor) X maximum cost points = Bidder's cost points

EXAMPLE: Bidder A's total cost proposal is \$500,000.
Bidder B's total cost proposal is \$600,000.
Bidder C's total cost proposal is \$700,000.

Bidder A has the lowest total cost proposal, and thus, will receive 30 points which is the maximum possible cost points.

Cost points calculation for Bidder B: $(500,000 / 600,000) = (0.83)$

$(0.83) \times 30 = 24.9$ cost points for Bidder B

Cost points calculation for Bidder C: $(500,000 / 700,000) = (0.71)$

$(0.71) \times 30 = 21.3$ cost points for Bidder C

5) Submission of Proposal

- a. Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.
- b. The proposal package should be prepared in the least expensive method.
- c. All proposals must be submitted under sealed cover and sent to CDIAC by the dates and times shown in Section C, Proposal Requirements and Information, Item 1, Key Action Dates. Proposals received after this date and time will not be considered.
- d. A minimum of four (4) copies of the proposal must be submitted.
- e. The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- f. The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

Firm's Name and Address
CDIAC06-12
California Debt Issuance Primer Update

DO NOT OPEN

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

Proposals not submitted under sealed cover and marked as indicated may be rejected.

- g. All proposals shall include the documents identified in Section E, Required Attachment Checklist. Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- h. Mail or deliver proposals to the following address:

California Debt and Investment Advisory Commission
Attn: Angelica Hernandez
915 Capitol Mall, Room 400
Sacramento, CA 95814

- i. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- j. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive an immaterial deviation in a proposal. The State's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
- k. Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- l. An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- m. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- n. A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent in accordance with h) above. A proposer may thereafter submit a new proposal

prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.

- o. The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package. All addendums will be posted on CDIAC's website at www.treasurer.ca.gov/cdiac and on the California State Contract Register (CSCR) website at <http://www.bidsync.com>.
- p. The awarding agency reserves the right to reject all proposals. The agency is not required to award an agreement.
- q. Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the RFP requirements.
- r. Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- s. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
- t. The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- u. No oral understanding or agreement shall be binding on either party.

6) Evaluation Process

- a. At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b. Proposals that contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the proposer, may be rejected.
- c. Award, if made, may be to the two (2) highest scored responsible proposals.
- d. Proposal Evaluation
The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below. For purposes of selecting the contractor(s) the following criteria will be used:

Rating/Scoring Criteria

Maximum Possible Points

1. Qualification and Experience 20
 - a. Experience (including years of service, areas of professional specialty and professional certifications) of each team member that demonstrates the team's ability to complete the Needs Assessment and Update and Revision of the Issuance Primer.
 - b. The team's experience with advising California local government officials regarding municipal finance, including in a financial advisory role as well as legal advisory role.
 - c. The team's experience with preparing instructional materials in general and specifically for local public finance officials.
2. Needs Assessment Work Plan 50
 - a. Work plan and schedule to complete the Needs Assessment (Scope of Services, Section A.3). The description identifies each major task, necessary subtask, and specific milestones by which progress can be measured.
 - b. The process by which the team will evaluate the Issuance Primer and Issuance Handbook to determine appropriate changes in content, format, structure or approach. The description considers the methodology and approach the proposer will take including the technical skills that will be applied.
 - c. The different roles each team member will have in evaluating the Issuance Primer and Issuance Handbook.
 - d. The process(es) to be used to complete the Update and Revision of the Issuance Primer. The description addresses, at a minimum, the organizational, administrative, analytical, and editorial procedures to be employed by the team in order to update the Issuance Primer, and include a discussion of the technological systems or computer applications to be used if any.
 - e. The proposal reflects the objectives of the project as stated in this RFP, including but not limited to those stated in Section A.2, above.
3. Cost Proposal 30
CDIAC will score the cost proposal based upon Section C.4

Total Possible Points:

100

7) Award and Protest

- a. Notice of the proposed award(s) shall be posted in a public place in the office of CDIAC at 915 Capitol Mall, Room 400, Sacramento, CA 95814, and on the following website: www.treasurer.ca.gov/cdiac for five (5) working days prior to awarding the agreement(s).

- b. If any proposer, prior to the award of agreement(s), files a protest with CDIAC and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.
- c. Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and CDIAC a detailed statement specifying the grounds for the protest.
- d. Upon resolution of the protest and award of the agreement, Contractor(s) must complete and submit to CDIAC the Contractor Certification Clauses (CCC 307), and the Payee Data Record (STD 204) to determine if the Contractor(s) is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. No payment can be made unless a completed STD 204 has been returned to CDIAC.

8) Disposition of Proposals

- a. Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code section 6250 et seq.) and subject to review by the public.
- b. Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

9) Agreement Execution and Performance

- a. Performance shall start not later than thirty (30) days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.
- b. All performance under the agreement shall be completed on or before the termination date of the agreement.

D) Preference Programs

1) Small Business or Microbusiness Preference- www.pd.dgs.ca.gov/smbus/default.htm

A five percent (5%) preference will be applied to certified small business bidders submitting proposals. To obtain the preference, the bidder must be certified as a small business at the time the bid is submitted. The bidder MUST include an updated copy of their Small Business Certificate to obtain the preference. The 5% preference is issued only for computation purposes to arrive at the successful bidders and does not alter the amounts of the actual bids. Once each bid has been scored, if the highest scoring responsible bidder is not a certified small business or microbusiness, 5% of the highest scoring bid is added to the total "earned" points for each bid submitted by a certified small business. These final numbers, with the 5% included, are then used to determine the highest scoring bid.

Questions regarding the small business certification or preference approval should be directed to the Office of Small Business & DVBE Services (OSDS) at (916) 375-4940 or can be found at the website listed above.

2) Non-Small Business Preference- www.pd.dgs.ca.gov/smbus/default.htm

A five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which the bidder commits to subcontract in an amount of at least 25% of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code section 14837(d)(4).

The required list of California certified small business subcontractors must be attached to the proposal and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied; and 5) the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.

Bidders claiming the 5% preference must commit to subcontract at least 25% of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the OSDS no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

The preference to a non-small business firm that commits to small business or microbusiness subcontractor participation of 25% of its net bid price shall be 5% of the highest responsive, responsible bidder's total score. A non-small business, which qualifies for this preference, may not take an award away from a certified small business

3) California Disabled Veteran Business Enterprise Program Requirements (DVBE) – Mandatory

CDIAC fully supports the DVBE participation Goal Program and encourages the use of DVBEs in all RFPs and contract opportunities. Bidders responding to this RFP must meet the California Disabled Veterans Business Enterprise ("DVBE") Program Requirements. Minimum DVBE participation for this RFP is 3%. Proposals that fail to comply with the DVBE requirements will be rejected.

The Department of General Services (DGS) established a DVBE incentive pursuant to Senate Bill 115, Chaptered October 3, 2005 and the Military and Veterans Code section 999.5(a). The regulations apply to all competitive solicitations for public works, services, goods, and information technology goods and services posted or released after October 9, 2007. The DVBE incentive is required in solicitations that include DVBE program requirements and may be offered in other competitive solicitations. Department of General Services' policy implements this program by rewarding bidders for increased DVBE participation: the more DVBE participation, the greater the incentive. This new incentive program helps State agencies to meet their annual DVBE participation goals. Attachment 4 outlines the DVBE Incentive Program. To be considered for the DVBE Incentive, the DVBE Incentive Application Request form must be included with bid submittal.

Please review Attachment 4 and follow all instructions carefully.

The DVBE package, required submittal forms, and other related information on the DVBE Program can be found at the Internet website <http://www.pd.dgs.ca.gov/dvbe>.

E) Required Attachments

Required Attachment Checklist (Attachment 1)

For the proposal to be considered responsive, all required attachments listed on Attachment 1 must be included with the RFP by dates and times shown in Section C, Proposal Requirements and Information, Item 1, Key Action Dates.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Checklist
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Cost Sheet
_____ Attachment 4	California Disabled Veteran Business Enterprise Program (DVBE) Requirements - GSPD 05-105, STD 843 Proposal must meet the California Disabled Veterans Business Enterprise ("DVBE") Program Requirements. Please review the attached DVBE Package and follow all instructions carefully. Proposals that fail to comply with the DBVE requirements and meet the minimum of 3% DVBE participation will be rejected. Proposal must include a completed Bidder Declaration GSPD-05-105, and Bidders who have been certified by California as a DVBE must also submit a completed form STD 843 (Disabled Veteran Business Enterprise Declaration). Additional information on the DVBE Program can be found at the Internet website http://www.pd.dgs.ca.gov/dvbe .
_____ Attachment 5	Payee Data Record (STD 204)
_____ Attachment 6	Contractor Certification Clauses (CCC 307) (The CCC can be found on the Internet at www.ols.dgs.ca.gov/Standard+Language .)
_____ Attachment 7	Small Business or Microbusiness Preference *
_____ Attachment 8	Non-Small Business Preference*
_____ Attachment 9	Certification of Compliance with the Darfur Contracting Act

*If applicable

ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

Do not return Section C, Proposal Requirements and Information or the "Sample Agreement" at the end of this RFP.

- A. Place all required attachments behind this certification sheet.
- B. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)		11. Title
12. Signature		13. Date
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> </div> <div style="width: 45%;"> b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> </div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> If yes, enter certification number below: <div style="border-bottom: 1px solid black; width: 100%;"></div> </div> <div style="width: 45%;"> If yes, enter your service code below: <div style="border-bottom: 1px solid black; width: 100%;"></div> </div> </div>		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".		
Date application was submitted to OSBCR, if an application is pending: <div style="border-bottom: 1px solid black; width: 100px;"></div>		

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the
Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 3

COST PROPOSAL WORKSHEET

DIRECT LABOR

As described in Section C.4 of the RFP, the proposer must provide a breakdown of the hourly rates of all team members, as well as an estimated percentage each member will contribute to the project, based on an assumed project of 100 hours. Before completing this Attachment 3, proposers should review Section C.4.

Each Team Member Name	Category	Hourly Rate	% of Effort (estimated)	TOTAL*
-----------------------	----------	-------------	-------------------------	--------

SUBTOTAL				\$_____
-----------------	--	--	--	---------

* TOTAL must be calculated based on an assumption of a 100 hour project. As a result, for each individual listed, the percentage (%) of effort should be multiplied by the hourly rate to come up with the total each individual is anticipated to contribute to and bill on the assumed project. The percentage (%) of effort column should add up to 100%. Please note that 100 hours is used for evaluation purposes only and should not be construed by potential bidders as CDIAC's expectation that the Needs Assessment and Update and Revision phases will take 100 hours. **The total cost for the Needs Assessment will be capped at \$25,000, and the total cost for the Update and Revision will be capped at \$175,000.**

DIRECT COSTS FOR NEEDS ASSESSMENT (EXCEPT LABOR)

Equipment and Supplies (Itemized)	_____
-----------------------------------	-------

Other Direct Costs (Itemized)	_____
-------------------------------	-------

SUBTOTAL	\$_____
-----------------	---------

DIRECT COSTS FOR UPDATE AND REVISION (EXCEPT LABOR)

Equipment and Supplies (Itemized)	_____
-----------------------------------	-------

Other Direct Costs (Itemized)	_____
-------------------------------	-------

SUBTOTAL	\$_____
-----------------	---------

Costs for equipment, supplies, and other direct costs must be itemized with a detailed description and basis for each item. Travel will not be paid for or reimbursed under the contract.

TOTAL COST (This total should reflect Direct Labor Costs + Direct Costs and will be the cost amount utilized by CDIAC to evaluate proposals. Please note that if no Direct Costs are included in a proposal, contractor will not be able to bill Direct Costs. In addition, Direct Costs should accurately reflect the bidder's expected costs.)

\$_____

ATTACHMENT 4

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (“DVBE”)
BID INCENTIVE INSTRUCTIONS**

Please read the instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (“DVBE”) Participation Goal Program for State contracts is established in Public Contract Code (“PCC”) § 10115 et seq., Military and Veterans Code (“MVC”) § 999 et seq., and California Code of Regulations (“CCR”), title 2, § 1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with DVBE program requirements by performing a good faith effort.**

This solicitation includes a minimum percentage of DVBE participation of 3%.

DVBE BID INCENTIVE. A DVBE incentive will be given to bidders that provide DVBE participation above the required minimum percentage. For evaluation purposes only, the State shall apply a DVBE incentive to bids that propose California certified DVBE participation above the required minimum percentage as identified on the Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document) and confirmed by the State. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or above	5%
4% to 4.99% inclusive	4%
3.1% to 3.99% inclusive	3%

The DVBE incentive points are based on a percentage of the total possible available points, and will be included in the sum of non-cost points for a qualifying bidder. The DVBE incentive points cannot be used to achieve any applicable minimum point requirements. If the highest ranked responsive and responsible bidder is a California certified small business, the only bidders eligible for the DVBE incentive will be California certified small businesses.

INTRODUCTION. Bidders must document DVBE participation commitment by completing and submitting a Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document). Bidders that **fail to submit the required form to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.**

Information submitted by the intended awardee to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called “DVBE”) who perform a commercially useful function relevant to this solicitation, may be used to qualify for a DVBE incentive(s). The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor’s certification with OSDS to ensure DVBE eligibility.

At the State’s option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

THE DVBE BUSINESS UTILIZATION PLAN (BUP): DVBE BUPs are a company’s commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held in California, not just those with the State. A DVBE BUP does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

Awarding Department: Contact the department’s contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department’s SB/DVBE Advocate for assistance.

Other State and Federal Agencies, and Local Organizations:

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at www.eprocure.dgs.ca.gov. To begin your search, click on “SB/DVBE Search.” Search by “Keywords” or “United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.eprocure.dgs.ca.gov. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDCHelp@dgs.ca.gov.

FEDERAL: Search the U.S. Small Business Administration’s (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the “help” button for detailed instructions. Remember to verify each firm’s status as a California certified DVBE.

LOCAL: Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to www.pd.dgs.ca.gov/smbus and select: [DVBE Local Contacts](#) (New 02/09) (pdf).

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to:
<http://www.pd.dgs.ca.gov/smbus/advocate.htm>.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to www.pd.dgs.ca.gov/smbus and select:

- [DVBE Trade Paper Listing](#) (New 02/09) (pdf)
- [DVBE Focus Paper Listing](#) (New 02/09) (pdf)

U.S. Small Business Administration (SBA):
Use the Central Contractor Registration (CCR) on-line database.
Internet contact only –Database: www.ccr.gov/.

FOR:
Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)

Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select:
[DVBE Local Contacts](#) (New 02/09) (pdf)

FOR:
List of potential DVBE subcontractors

DGS-PD EProcurement
Website: www.eprocure.dgs.ca.gov
Phone: (916)375-2000
Email: eprocure@dgs.ca.gov

FOR:

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to Access eProcurement Training Modules including: Small Business (SB)/DVBE Search

DGS-PD Office of Small Business and DVBE Services (OSDS)
707 Third Street, Room 1-400, West Sacramento, CA 95605
Website: www.pd.dgs.ca.gov/smbus
OSDS Receptionist, 8 am-5 pm: (916) 375-4940
PD Receptionist, 8 am-5 pm: (800) 559-5529
Fax: (916) 375-4950
Email: osdchelp@dgs.ca.gov

FOR:

- Directory of California-Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Info.
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- f* Is responsible for the execution of a distinct element of the work of the contract.
- f* Carries out the obligation by actually performing, managing, or supervising the work involved.
- f* Performs work that is normal for its business services and functions.
- f* Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

ATTACHMENT 5

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 8-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.																						
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) <hr/>																						
	SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)		E-MAIL ADDRESS																				
	MAILING ADDRESS		BUSINESS ADDRESS																				
	CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE																				
3 PAYEE ENTITY TYPE CHECK ONE BOX ONLY	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <table border="1"><tr><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: <table border="1"><tr><td></td><td></td><td></td><td>-</td><td></td><td></td><td>-</td><td></td><td></td><td></td></tr></table> <small>(SSN required by authority of California Revenue and Tax Code Section 18646)</small> CORPORATION: <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS					-										-			-				NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
			-																				
			-			-																	
4 PAYEE RESIDENCY STATUS	<input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.																						
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below. <hr/> <table border="1"><tr><td colspan="2">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</td><td>TITLE</td></tr><tr><td>SIGNATURE</td><td>DATE</td><td>TELEPHONE</td></tr></table>			AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)		TITLE	SIGNATURE	DATE	TELEPHONE														
AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)		TITLE																					
SIGNATURE	DATE	TELEPHONE																					
6	Please return completed form to: Department/Office: _____ Unit/Section: _____ Mailing Address: _____ City/State/Zip: _____ Telephone: (____) _____ Fax: (____) _____ E-mail Address: _____																						

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE
PAYEE DATA RECORD
STD. 204 (Rev. 6-2003) (REVERSE)

1	<p>Requirement to Complete Payee Data Record, STD. 204</p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18546 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p>Are you a California resident or nonresident?</p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p>Privacy Statement</p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

ATTACHMENT 6

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that

no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the

negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will

ATTACHMENT 7

Small Business or Microbusiness Preference

www.pd.dgs.ca.gov/smbus/default.htm

Attach Proof if Claiming Small Business Preference

ATTACHMENT 8

Non-Small Business Preference

www.pd.dgs.ca.gov/smbus/default.htm

ATTACHMENT 9

Darfur Contracting Act

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only **one** of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

1. _____
Initials We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States.
OR
2. _____
Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.
OR
3. _____
Initials
+ certification below We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

Sample Standard Agreement (STD 213)

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER

CDIAC04-12

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Debt and Investment Advisory Commission

CONTRACTOR'S NAME

To Be Determined

2. The term of this Agreement is: through

3. The maximum amount of this Agreement is: \$

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work page(s)

Exhibit B – Budget Detail and Payment Provisions page(s)

Exhibit C* – General Terms and Conditions

Check mark one item below as Exhibit D:

☐
☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions

page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/standards/Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

To Be Determined

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

California Debt and Investment Advisory Commission

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Mark B. Campbell, Executive Director

ADDRESS

915 Capitol Mall, Room 400, Sacramento, CA 95814

California Department of General
Services Use Only

☐ Exempt per:

EXHIBIT A (Standard Agreement)

SCOPE OF WORK

1. Background and Overview

The California Debt and Investment Advisory Commission (hereinafter also referred to as “CDIAC” or the “State”) seeks to develop and publish an updated Debt Issuance Primer (hereinafter also referred to as “Issuance Primer” or “Primer”) to be used by state and local government finance staff as a desk-top reference manual and as an educational tool to be used by elected and non-elected government officials, public finance professionals, and the public. The Issuance Primer will provide basic and general information on the roles and responsibilities of public officials with respect to debt issuance, as well as address the financial tools that are available and the administrative processes and regulatory requirements associated with debt issuance.

To meet this objective, the Contractor shall provide an in-depth analysis and review of the existing Issuance Primer and Issuance Handbook, along with recommendations on how best to update the Issuance Primer to provide the most effective tool for California municipal finance professionals (Needs Assessment).

CDIAC has selected and contracted with two teams, which includes the Contractor as one of the two teams, to conduct the Needs Assessment. Following completion of the Needs Assessments, CDIAC will in its sole discretion select one of the two contractors to complete the update and revision of the Issuance Primer (Update and Revision). If the Contractor is not selected, this Agreement will terminate and the State shall not be responsible for any cost as a result of the termination. CDIAC will notify the contractors in writing of its decision, and the selected contractor’s Agreement may be amended to change the scope of services according to the results of the Needs Assessment. However, CDIAC reserves the right not to proceed with the Update and Revision with any of the contractors.

2. Amendments

If the Contractor is selected to complete the Update and Revision, the total amount of the Agreement may be increased by \$175,000, the term of the Agreement may be extended by nine (9) months, and as indicated in Section 1 of this Exhibit, the scope of services may be amended according to the results of the Needs Assessment.

The State may extend the term of the Agreement by an additional six (6) months due to any unexpected event or delay. The State may exercise this option twice.

3. Description of Work to be Performed

Contractor agrees to provide to the State the services as described herein:

EXHIBIT A
(Standard Agreement)

a. Needs Assessment

Contractor will conduct a comprehensive evaluation of the Issuance Primer and Issuance Handbook, as well as current law, policy and practices with respect to municipal finance, and provide the State with a completed Needs Assessment that addresses the following topics:

- i) Changes in law, policy and practices since the last revision to the Issuance Primer and Issuance Handbook, as well as the reasons for those changes.

With consideration to the content and construction of the existing Issuance Primer, the Needs Assessment should address the following: Dodd-Frank Wall Street Reform and Consumer Protections Act, transformation of the bond insurance market and the collapse of the auction rate securities market; ability to pay and the impact of agency fiscal stress on the market; reorganization of the financial industry; federal tax proposal and the Tower Amendment, bond financing concepts, accessing the market, debt administration, tax requirements of bonds, financing terms and concepts, legal references, and types of financing obligations available to state and local agencies.

- ii) Changes in state and local revenues, project costs and delivery, or other economic factors since the last revision to the Issuance Primer and Issuance Handbook that determine the opportunities to utilize debt financing.
- iii) Sections that should be removed or added to the Issuance Primer and Handbook, along with detailed reasons for such changes.
- iv) Recommendations of how to make the Issuance Primer and Issuance Handbook a more effective instructional resource to the target audience – elected and appointed government officials, public finance professionals, and the public. Contractor must make the Issuance Primer and Issuance Handbook available in both hard copy and electronic formats that are user-friendly, incorporating search functions, graphic displays, indexing tools, and links to other reference materials.
- v) A work plan for completing the Update and Revision of the Issuance Primer, including breakdown of the tasks required to complete the project, the personnel to be assigned to each task, and a timeline.

EXHIBIT A

(Standard Agreement)

The total fee for the Needs Assessment phase will be based on hourly billing rates as provided in Exhibit B, with a cap of \$25,000.

In addition to quarterly progress reports starting ninety (90) days from the Agreement term start date, Contractor shall provide a final report after completion of the Needs Assessment. The final report shall contain the following, at a minimum: summary of the project, effort undertaken, and results of effort; recommendations on steps CDIAC should take to maintain the importance and usefulness of the Primer; recommendations on how the Issuance Handbook may be updated to reflect changes made to the Primer; recommendations on educational programs or research projects that derive from the effort undertaken to update the Primer; a final report of costs, including a breakout of costs by team member.

b. Update and Revision of the Issuance Primer

Upon completion of the Needs Assessment, CDIAC, in its sole discretion may select one contractor to complete the Update and Revision. However, CDIAC reserves the right, in its sole discretion, to decide not to select any of the contractors to proceed with the Update and Revision. CDIAC reserves the right to amend the scope of services for the Update and Revision to include the necessary analytical and editorial work needed to provide a desktop reference guide to be used by state and local public officials based on the results of the Needs Assessments.

CDIAC will evaluate the Needs Assessments to select the contractor that will work on the Update and Revision based on the following factors:

- (1) Content (40 points)—What changes or additions to the Debt Issuance Primer does the assessment recommend?
 - (a) Addresses in sufficient detail the scope of the recommended changes or additions and prioritizes the proposed changes or additions to the Primer in a way that reflects the needs of the target audience and the project budget.
 - (b) Addresses how the recommended changes in approach or presentation of the materials, including use of hypertexts or other structural changes to the Primer, make the material more effective as a desk-top reference for California public finance professionals.
 - (c) Addresses the reason or justification for making the recommended changes or additions, i.e. changes in law, regulation, or practices.
 - (d) Considers how the recommended changes or additions affect the Primer as a whole.
 - (e) Considers the expertise and level of effort required to make these changes or additions.

EXHIBIT A
(Standard Agreement)

- (2) Structure (20 points)—The presentation of the results of the assessment help CDIAC to assess the cost-benefit of individual recommended changes or additions by presenting the assessment in an organized fashion.
- (a) Relates recommended changes or additions to a work plan.
 - (b) Provides the ability to prioritize changes or additions according to cost, workload, or relevance to the Primer.
 - (c) Allows CDIAC to evaluate the feasibility of the project as a whole.
 - (d) Allows CDIAC to evaluate the reasonableness of the recommended changes or additions.
- (3) Responsiveness to CDIAC's objectives for the Debt Issuance Primer (40 points)—The assessment conceptualize the value and application of the Debt Issuance Primer to the California public finance community.
- (a) Relevance of the recommended changes or additions to the mission of CDIAC.
 - (b) Relevance of the recommended changes or additions to the work of public finance officials in California.
 - (c) Degree to which the recommended changes or additions reflect the current and future applications of the Primer.
 - (d) Degree to which the project meets the objectives of this RFP as stated in Section A.2, at a minimum.

The contractor with the highest score will proceed with the Update and Revision of the Issuance Primer.

4. The project representatives during the term of this agreement will be:

California Debt and Investment Advisory Commission	Contractor
Name: Angelica Hernandez	Name:
Phone: (916) 653-3269	Phone:
Fax: (916) 654-7440	Fax:

Direct all inquiries to:

California Debt and Investment Advisory Commission	Contractor
Attention: Angelica Hernandez	Attention:
Address: 915 Capitol Mall, Room 400 Sacramento, CA 95814	Address:
Phone: (916) 653-3269	Phone:
Fax: (916) 654-7440	Fax:

5. Additional Provisions

Notwithstanding any provision of this contract, nothing herein shall (i) serve to expand Contractor's scope of professional responsibilities as set forth in the laws and canons of ethics, (ii) extend any statute of limitations governing any claim arising from Contractor's acts or omissions, or (iii) waive any claims or defenses that Contractor may have against the STO or any other party.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. In consideration for the satisfactory completion of the services described herein, the State agrees to pay Contractor, in arrears, upon receipt of an invoice in triplicate, for services rendered under this Agreement. The invoice shall be submitted by Contractor in sufficient scope and detail to define the actual work performed and specific milestones completed, including a description of the activities of Contractor and any subcontractors and the hours allocated to those activities by each team member. The hourly rate for services rendered shall not exceed those as set forth in this Exhibit.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate quarterly (starting three (3) months after Agreement start date) in arrears to:

California Debt and Investment Advisory Commission
Attn: Angelica Hernandez
915 Capitol Mall, Room 400
Sacramento, CA 95814

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT B
(Standard Agreement)

<u>Team Member Name</u>	<u>Category</u>	<u>Hourly Rate</u>	<u>% of Effort (estimated)</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

DIRECT COSTS FOR NEEDS ASSESSMENT (EXCEPT LABOR)

Equipment and Supplies (Itemized) _____

Other Direct Costs (Itemized) _____

Costs for equipment, supplies, and other direct costs must be itemized with a detailed description and basis for each item. Travel will not be paid for or reimbursed under the contract.

The total cost for the Needs Assessment shall not exceed \$25,000.

The total cost for the Update and Revision, if the Contractor is selected to provide such services, shall not exceed \$175,000.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions (GTC 610) will be included in the agreement by reference to Internet site: www.ols.dgs.ca.gov/Standard+Language

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with a Deputy Treasurer of the State Treasurer's Office within ten (10) days of discovery of the problem. Within ten (10) days, the Deputy Treasurer shall meet with the representatives of Contractor and the State identified in Paragraph 4 of Exhibit A for purposes of resolving the dispute. The decision of the Deputy Treasurer shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. Evaluation of Contractor

Pursuant to Public Contract Code sections 10367 and 10369 within sixty (60) days after the completion of this Agreement, the State shall complete a written evaluation of Contractor's performance under this Agreement. If this Agreement is a contract for consultant services and if Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, and to the Contractor within fifteen (15) working days of the completion of the evaluation, in accordance with Public Contract Code section 10371.

4. No Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

EXHIBIT D
(Standard Agreement)

5. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of the State to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Force Majeure

Neither party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays arise out of causes beyond the control and without the fault or negligence of the offending party. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

7. Waivers

No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

8. Incorporation of Amendments to Applicable Laws

Any references to sections of federal or state statutes or regulations shall be deemed to include a reference to any amendments thereof and any successor provisions thereto.

9. Confidentiality

All financial, statistical, personal, technical and other data and information relating to the operations of the State which are designated confidential by the State and become available to Contractor shall be protected by Contractor from unauthorized use and disclosure.

EXHIBIT D
(Standard Agreement)

10. Titles/Section Headings

Titles and headings are for convenience of reference only, and shall have no effect on the construction or legal effect of this Agreement.

11. Choice of Law

Notwithstanding Paragraph 14 of Exhibit C (General Terms and Conditions), this Agreement shall be administered, construed, and enforced according to the laws of the State of California (without regard to any conflict of laws provisions) to the extent such laws have not been preempted by applicable federal law. Any suit brought hereunder (including any action to compel arbitration or to enforce any award or judgment rendered thereby) shall be brought in state court sitting in Sacramento, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper.

Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law.

12. Notices

The parties agree that to avoid unreasonable delay in the progress of the services performed hereunder, Contractor and the State have designated in Paragraph 4 of Exhibit A specific staff representatives for the purpose of communication between the parties. Any notice or other written communication required or which may be given hereunder shall be deemed given when delivered personally, or by mail three (3) days after the date of mailing, unless by express mail then upon the date of confirmed receipt, to the representatives named in Paragraph 4 of Exhibit A.

Either party hereto may, from time to time by notice in writing served upon the other as aforesaid, designate a different mailing address or a different or additional person to which all such notices or demands thereafter are to be addressed.

13. Permits and Licenses

Contractor shall carry out its duties and responsibilities herein in accordance with, be limited in the exercise of its rights by, and observe and comply with, all federal, state, city and county laws, rules or regulations affecting services under this Agreement. Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the work contemplated in this Agreement.

EXHIBIT D
(Standard Agreement)

14. Books and Records

Contractor shall keep accurate books and records connected with the performance of this Agreement for a period of at least three (3) years. Contractor shall ensure that books and records of subcontractors, suppliers, and other providers shall also be accurately maintained. Such books and records shall be kept in a secure location and shall be available for inspection and copying by the State and its representatives at any time.

15. Disabled Veteran Business Participation

- a. Contractor agrees that as contractor of the State, it will meet the requirements of the State's policies that embrace section 10115 et seq. of the Public Contract Code regarding 3% Disabled Veteran Business Enterprise (DVBE) participation goal for state contracts.
- b. Nothing shall be construed to authorize Contractor to discriminate in the solicitation or acceptance of bids for subcontracting, or for materials or equipment, on the basis of race, color, sex, ethnic origin or ancestry.
- c. Contractor agrees to provide the State or its delegate with any information reasonably necessary to comply with the obligations set forth in the applicable provisions of Public Contract Code section 10115 et seq. Upon reasonable notice, Contractor shall permit the State or its delegate access to Contractor's premises during normal business hours to interview employees and to inspect and copy books, records, accounts, and other materials for the purpose of determining compliance with the applicable provisions of Public Contract Code section 10115 et seq. and California Code of Regulations, title 2, section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement. Contractor further agrees to make this paragraph applicable to all subcontracts entered hereunder.

16. Key Personnel

- a. A resume for each member of Contractor's staff who will exercise a significant administrative, policy, or consulting role under this Agreement is attached to and made part of this Agreement. These members of Contractor's staff shall be hereafter referred to (both individually and collectively) as "Key Personnel."
- b. Contractor shall not substitute, replace or reassign Key Personnel without the prior approval of the State and an amendment to this Agreement.
- c. This Agreement may be terminated immediately, in the sole discretion of the State and upon written notice from the State to Contractor, because of any change in or departure of any of the Key Personnel.

EXHIBIT D
(Standard Agreement)

17. Changes in Control, Organization or Key Personnel

Contractor shall promptly, and in any case within five (5) calendar days, notify the State in writing: (i) if any of Contractor's representations and warranties, as set forth in this Agreement, cease to be true at any time during the term of this Agreement; (ii) of any change in Contractor's staff who exercises a significant administrative, policy, or consulting role under this Agreement, including without limitation the Key Personnel; (iii) of any change in the majority ownership, control, or business structure of Contractor; or (iv) of any other material change in Contractor's business, partnership or corporate organization. All written notices from Contractor under this provision shall contain sufficient information to permit the State to evaluate the changes within Contractor's staff or organization under the same criteria as was used by the State in its award of this Agreement to Contractor.

18. Insurance Requirements

Contractor warrants that it carries adequate liability, worker's compensation and other necessary insurance and shall maintain such insurance at levels acceptable to the State in full force and effect during the term of this Agreement. Contractor agrees to furnish satisfactory evidence of this insurance coverage to the State upon request.

19. Subcontractors

- a. Contractor shall perform the work contemplated by this Agreement with resources available within its own organization except for subcontracted work identified in this Agreement or other attachment incorporated hereto. No other portion of the work pertinent to this Agreement shall be subcontracted without written authorization by the State. The subcontractor must be mutually agreed upon in advance by both parties.
- b. Contractor shall require that any subcontractor agree to be bound by all provisions of this Agreement, as applicable.

20. Notice of Proceedings

Contractor shall promptly notify the State in writing of any investigation, examination or other proceeding involving Contractor or any Key Personnel commenced by any regulatory agency, which proceeding is not conducted in the ordinary course of Contractor's business.

21. Cumulative Remedies

The rights and remedies provided herein are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

EXHIBIT D
(Standard Agreement)

22. Binding Effect

This Agreement, any instrument or agreement executed pursuant to this Agreement, and the rights, covenants, conditions and obligations of Contractor and the State contained therein, shall be binding upon the parties and their successors, assigns and legal representatives.

23. Publicity

No publicity release or announcement concerning this Agreement or the transactions contemplated herein shall be issued by Contractor without advance written approval by the State.

24. Services or Procurement Resulting from Agreement

Neither Contractor, nor any of its subsidiaries, officers or directors, may submit a bid or be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed to be an outgrowth of the advice or recommendations that Contractor provides under this Agreement.

25. Agreement Does Not Violate Law

Contractor represents and warrants that neither the execution of this Agreement nor the acts contemplated hereby nor compliance by Contractor with any provisions hereof will:

- a. Violate any provision of the charter documents of Contractor;
- b. Violate any statute or law or ordinance or any judgment, decree, order, regulation or rule of any court or governmental authority applicable to Contractor; or
- c. Violate, or be in conflict with, or constitute a default under, or permit the termination of, or require the consent of any person under, any agreement to which Contractor may be bound, the violation of which in the aggregate would have a material adverse effect on the properties, business, prospects, earnings, assets, liabilities or condition (financial or otherwise) of Contractor.

26. Power and Authority

Contractor represents and warrants that it has the power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution of this Agreement has been duly authorized by Contractor and no other proceeding on the part of Contractor is necessary to authorize this Agreement. Contractor has completed, obtained and performed all registrations, filings, approvals, authorizations,

EXHIBIT D
(Standard Agreement)

consents or examinations required by any government or governmental authority for its acts contemplated by this Agreement.

27. Signature Authorization

The person signing this Agreement warrants that he/she is an agent of Contractor and is duly authorized to enter into this Agreement on behalf of Contractor.

28. Entire Agreement; Order of Precedence

- a. This Agreement, including documents that have been incorporated in this Agreement by reference, contains all representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement.
- b. In the event there are any inconsistencies or ambiguities among the terms of this Agreement and incorporated documents, the following order of precedence shall be used: (i) applicable laws; (ii) the terms and conditions of this Agreement, including exhibits and attachments (including Exhibit C); (iii) the Request for Proposal (RFP); (iv) Contractor's response to the RFP; and (v) any other provisions, terms, or materials incorporated herein.

29. Termination at Option of the State

In addition to the provisions of Paragraph 7 of Exhibit C (General Terms and Conditions), this Agreement may be terminated in whole or in part at any time upon thirty (30) calendar days' written notice by the State, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise. In the event the State terminates all or a portion of this Agreement for any reason, it is understood that the State will provide payment to Contractor for satisfactory services rendered prior to the termination, but not in excess of the maximum amount of this Agreement.

30. Termination for Insolvency

Contractor shall notify the State immediately in writing in the event that Contractor files any federal bankruptcy action or state receivership action, any federal bankruptcy or state receivership action is commenced against Contractor, Contractor is adjudged bankrupt, or a receiver is appointed and qualifies. In the event of any of the foregoing events, or if the State determines, based on reliable information, that there is a substantial probability that Contractor will be financially unable to continue performance under this Agreement, the State may terminate this Agreement and all further rights and obligations immediately.

EXHIBIT D
(Standard Agreement)

31. Completion

In the event of termination for default, the State reserves the right to take over and complete the work by contract or other means. In such case, Contractor will be liable to the State for any additional cost incurred by the State to complete the work whether reimbursed or not.

32. Effect of Termination

All duties and obligations of the State and Contractor shall cease upon termination of this Agreement, except that:

- a. Each party shall remain liable for any rights, obligations, or liabilities arising from activities carried on by it under this Agreement prior to the effective date of termination; and
- b. Contractor shall provide for the return of all records of the State to the State or its designee and shall cooperate fully to effect an orderly transfer of services.

33. Termination for Expatriation

Contractor shall notify STO immediately in writing in the event that Contractor or its parent files any notice with the Securities and Exchange Commission that Contractor intends to reincorporate offshore. In the event of such notice, STO may terminate this Agreement and all further rights and obligations immediately by giving five (5) days notice in writing in the manner specified herein.

34. Compliance With Political Reform Act

Contractor acknowledges that the State is subject to the provisions of the Political Reform Act (Government Code section 81000 et seq., and all regulations adopted thereunder, including, but not limited to, California Code of Regulations, title 2, section 18700 et. seq.) and Contractor shall comply promptly with any requirement thereunder. If required by law, Contractor shall require its personnel, including without limitation, its Key Personnel all later substitutions therefore, to file Statements of Economic Interests in compliance with the Conflict of Interest Code for the Office of the State Treasurer and the various boards, authorities, commissions, and committees chaired by the State Treasurer (California Code of Regulations, title 2, section 1897). All such reports shall be filed simultaneously with the State.

EXHIBIT D
(Standard Agreement)

35. Darfur Contracting Act

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code section 10475 et seq.). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a)).

Therefore, Public Contract Code section 10478(a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency.

A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b).

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

1. PROGRESS REPORTS

Contractor shall submit progress reports to the State describing work performed, work status, work progress, difficulties encountered, remedial action, and statement of activity anticipated subsequent to reporting period for approval prior to payment of invoices. Contractor will be reimbursed by invoicing in detail all costs and charges with Agreement Number and sending to designated address as provided in Exhibit B.

2. PROGRESS PAYMENTS

Progress payments are permitted for work performed under this Agreement. Ten percent (10%) of the invoiced amount shall be withheld pending final completion of the Needs Assessment and receipt and acceptance by the State of the final report required under Exhibit A. If the Contractor is selected to proceed with the Update and Revision, ten percent (10%) of the invoiced amount for the Update and Revision shall be withheld pending final completion of the Update and Revision and receipt and acceptance by the State of a final report.

3. CONFLICT OF INTEREST; NO PROFIT

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.